

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

EDWARD CARLOS ST. MARY III,

Defendant.

25 MAG 1649

SEALED COMPLAINT

Violation of 18 U.S.C. §§ 1343 and 2

COUNTY OF OFFENSE:
NEW YORK

SOUTHERN DISTRICT OF NEW YORK, ss.:

ALEXANDER SAVINO, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation (the “FBI”), and charges as follows:

COUNT ONE
(Wire Fraud)

1. From at least in or about April 2021 through at least in or about December 2021, in the Southern District of New York and elsewhere, EDWARD CARLOS ST. MARY III, the defendant, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures and sounds, for the purpose of executing such scheme and artifice, to wit, ST. MARY engaged in a scheme to make false statements to an India-based exporter and manufacturer of natural diamonds (the “Diamond Company”) and the Diamond Company’s owner in order to fraudulently obtain uncut diamonds belonging to the Diamond Company, and, in connection therewith and in furtherance thereof, ST. MARY transmitted and caused to be transmitted interstate electronic mail, telephone calls, and a wire transfer of funds to and from the Southern District of New York and elsewhere.

(Title 18, United States Code, Sections 1343 and 2.)

The bases for my knowledge and for the foregoing charge are, in part, as follows:

2. I am a Special Agent with the FBI. As part of my work at the FBI, I have received training regarding consumer fraud and white collar crimes. I am familiar with the facts and circumstances set forth below from my personal participation in the investigation, including my examination of reports and records, interviews I have conducted, and conversations with other law enforcement officers and other individuals. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, unless noted otherwise.

ST. MARY Agrees to Purchase Diamonds from the Diamond Company

3. Based on my conversations with the owner of the Diamond Company (“Individual-1”), my review of information received from the Diamond Company, and my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1, I have learned the following:

a. Individual-1 first met ST. MARY in or about early 2021, through a diamond broker (“Individual-2”) based in Dubai, United Arab Emirates, with whom Individual-1 had previously done business.

b. On or about April 2, 2021 and April 3, 2021, ST. MARY met in-person with Individual-1 and Individual-2 in India to discuss ST. MARY’s purchase of diamonds from the Diamond Company. Individual-2 acted in a broker capacity between ST. MARY and the Diamond Company, and Individual-1 expected Individual-2 to receive a commission of 0.5% of the sale price. During their in-person meeting, ST. MARY inspected and purported to evaluate diamonds that he was interested in purchasing. ST. MARY agreed to purchase, and the Diamond Company agreed to sell, approximately 234.75 carats of diamonds for approximately \$2,525,000.

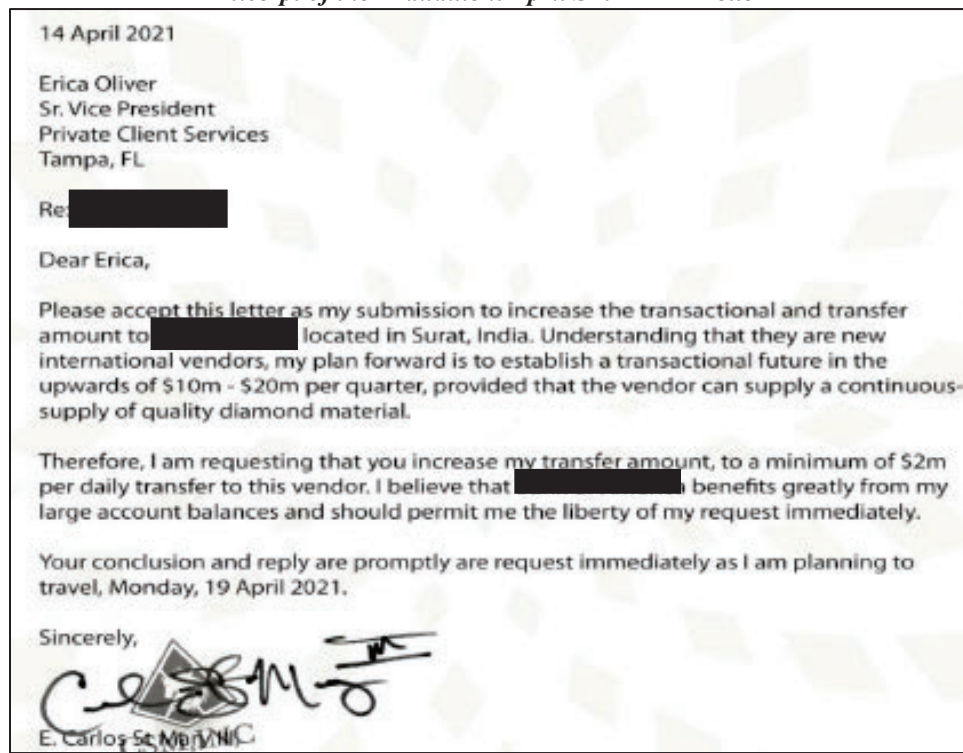
c. On or about April 3, 2021, after their in-person meeting, ST. MARY sent a WhatsApp message to Individual-1 thanking Individual-1 for the meeting and providing two alternative addresses for himself. One was an address in Dubai and the other was an address in Houston, Texas (the “Houston Address”). On or about April 5, 2021, Individual-1 sent ST. MARY a WhatsApp message asking, in substance and in part, which address he should use for the invoice, and ST. MARY directed him to use the Houston Address. ST. MARY also sent Individual-1 a “US mobile” number for ST. MARY (the “ST. MARY Phone Number”) and an email address for ST. MARY (the “ST. MARY Email Address”). Individual-1 then sent ST. MARY an invoice for their transaction, which included the contact information provided by ST. MARY. The invoice documented the sale of approximately 234.75 carats of diamonds from the Diamond Company to ST. MARY for a price of approximately \$2,525,000.

d. Approximately nine days later, on or about April 12, 2021, Individual-1 sent a WhatsApp message to the ST. MARY Phone Number, asking ST. MARY whether the “paymnt [sic] procedure” for ST. MARY’s purchase of the diamonds was “done.” ST. MARY responded, “expect to hear an approval on sending u funds today or latest tomorrow.”

e. Two days later, on or about April 14, 2021, ST. MARY, using the ST. MARY Phone Number, sent Individual-1 a WhatsApp message saying that he had “attached the bank findings regarding [Individual-1’s] account, as well as [ST. MARY’s] written request to [the bank’s] letter.” ST. MARY then sent two documents to Individual-1. One of the documents appeared to be a letter from ST. MARY to a particular bank (“Bank-1”) (the “April ST. MARY Letter,” excerpted below), requesting that Bank-1 increase ST. MARY’s transfer limit to the Diamond Company “to a minimum of \$2m per daily transfer.” The other document appeared to be a letter from Bank-1 to ST. MARY (the “April Bank Letter,” excerpted below), which stated that Bank-1 had “confirmed and approved” the Diamond Company’s account number and was “prepared to make any necessary payment in accordance to [ST. MARY’s] directive in the amount not to exceed \$300,000.00 per transfer for 90 days.” Based on my review of records from Bank-

1, I know that Bank-1 neither received the April ST. MARY Letter from ST. MARY nor sent the April Bank Letter to ST. MARY.

Excerpt of the Fraudulent April ST. MARY Letter



Excerpt of the Fraudulent April Bank Letter



f. From in or about mid-April 2021 through in or about early June 2021, ST. MARY, using the ST. MARY Phone Number, and Individual-1 exchanged numerous WhatsApp messages and voice notes regarding the sale of the diamonds. Initially, ST. MARY told Individual-1, among other things, that he had transferred money to a Swiss bank account to pay for the diamonds and that he wanted to be in India when he made the payment, so that he could retrieve the diamonds in person. Eventually, however, ST. MARY purported to change his mind and convinced Individual-1 that ST. MARY could not return to India because of travel restrictions related to the COVID-19 pandemic. ST. MARY suggested that instead of ST. MARY picking the diamonds up in person in India, Individual-1 should entrust the diamonds to a company specializing in secure transportation and the handling of valuable goods (the “Security Company”). ST. MARY suggested that the Security Company would ship the diamonds to Houston, ST. MARY would pay for the diamonds, and the Security Company would release them.

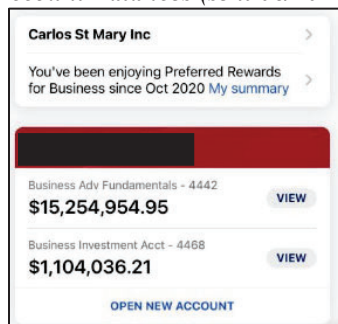
Individual-1 and ST. MARY Finalize the Logistics of the Diamond Sale

4. Based on my review of information received from the Diamond Company, as well as my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1, I have learned the following:

a. On or about June 8, 2021, Individual-1 sent a WhatsApp message to the ST. MARY Phone Number asking for shipping and banking information for ST. MARY’s company, so that Individual-1 could arrange for shipment of the diamonds. ST. MARY told Individual-1 to ship them to “Carlos St. Mary Inc.” at the Houston Address.

b. The same day, on or about June 8, 2021, ST. MARY, using the ST. MARY Phone Number, sent Individual-1 a WhatsApp message, depicted below, containing a screenshot of the purported account balances for two bank accounts that Carlos St. Mary Inc. held at Bank-1. Several weeks earlier, on or about May 19, 2021, Individual-1 had asked ST. MARY for a “screenshot” or “proof” of ST. MARY’s account balances, explaining that the Security Company had advised him to request this information because it was Individual-1’s first time transacting with ST. MARY. According to the screenshots sent by ST. MARY, one of these accounts (“Account-1”) had a balance of approximately \$15,254,954.95. The other account (“Account-2”) appeared had a balance of approximately \$1,104,036.21. However, based on my review of records from Bank-1, excerpted below, I know that in or about June 2021, the balance for Account-1 never rose above approximately \$10,616.13 and the balance for Account-2 never rose above approximately \$1,100.07.

Screenshot of Fraudulent Account Balances (sent 06/2021)



Excerpt of Records from Bank-1 of Account-1 (06/2021)

for June 1, 2021 to June 30, 2021	
CARLOS ST MARY INC	
Account summary	
Beginning balance on June 1, 2021	\$5,161.13
Deposits and other credits	5,500.00
Withdrawals and other debits	-7,622.40
Checks	-0.00
Service fees	-0.00
Ending balance on June 30, 2021	\$3,038.73

Excerpt of Records from Bank-1 of Account-2 (06/2021)

for June 1, 2021 to June 30, 2021	
CARLOS ST MARY INC	
Account summary	
Beginning balance on June 1, 2021	\$1,100.06
Deposits and other credits	0.01
Withdrawals and other debits	-0.00
Service fees	-0.00
Ending balance on June 30, 2021	\$1,100.07

c. The next day, on or about June 9, 2021, Individual-1 sent the ST. MARY Phone Number a WhatsApp message asking, “can i proceed to send parcel today?” and confirming that the “procedure [was] complete” on ST. MARY’s end. Individual-1 also sent ST. MARY an updated invoice, reflecting a larger transaction pursuant to ongoing discussions that ST. MARY had been having with Individual-1. Specifically, the updated invoice documented the sale of approximately 286 carats of diamonds (the “Diamonds”) from the Diamond Company to ST. MARY for a price of approximately \$3,275,000. The invoice identified, among other things, the Diamond Company as the exporter, Carlos St. Mary Inc. as the consignee, the Houston Address as the shipping address, and Account-1 as the consignee’s bank account. Individual-1 then messaged ST. MARY, confirming, in substance and in part, that when the Diamonds reached Houston, ST. MARY would make the payment, and the Security Company would give ST. MARY the Diamonds.

d. The same day, on or about June 9, 2021, ST. MARY, using the ST. MARY Phone Number, responded that everything should be complete “today or tomorrow,” that it was “safe to send everything,” and that he “ha[d] the new invoice and . . . sent it to the bank [that] morning.” Based on my review of records from Bank-1, however, I know that ST. MARY did not send any invoices concerning the Diamonds to Bank-1.

Individual-1 Ships the Diamonds to the United States
and Requests Payment from ST. MARY

5. Based on my review of records received from the Diamond Company, my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1, and my review of emails, documents, and records from the Security Company, I have learned the following:

a. Based on my review of documents from the Security Company, I know that on or about June 11, 2021, Individual-1 delivered the Diamonds to the Security Company’s designated agent in India, and the designated agent arranged for the transport of the Diamonds to the United States.

b. On or about June 15, 2021, Individual-1 sent the ST. MARY Phone Number, via WhatsApp, an airway bill (“Airway Bill-1”) tracking the shipment of the Diamonds from the Diamond Company to the Houston Address, so that ST MARY could “track from [his] side too.” Individual-1 also told ST. MARY that he hoped ST. MARY would make the payment on Wednesday (*i.e.*, June 16) so that Individual-1 would get the payment on Thursday (*i.e.*, June 17). Based on my review of documents from the Security Company, I know that Airway Bill-1 contained the following internal instruction: “HOLD THE SHIPMENT FOR FUTURE INSTRUCTION.”

c. Based on my review of documents from the Security Company, I know that the same day, on or about June 18, 2021, the shipment containing the Diamonds arrived at John F. Kennedy International Airport in New York.

ST. MARY Defers Paying for the Diamonds

6. Based on my review of records received from the Diamond Company, my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1, and my review of the Security Company's emails, documents, and records, I have learned the following:

a. On or about Tuesday, June 22, 2021, Individual-1 sent the ST. MARY Phone Number a WhatsApp message asking: "Did u pay today?" ST. MARY responded that he was "monitoring very close [sic] to see when it clears customs" and that he would send the payment "[a]s soon as" it clears customs.

b. Based on my review of records from the Security Company, I know that the same day, on or about June 22, 2021, ST. MARY contacted the Security Company via email, using the ST. MARY Email Address, to inquire about the status of the Diamonds. An employee of the Security Company ("Employee-1") informed him, in substance and in part, that the Security Company could not deliver the Diamonds to a residential address and that ST. MARY could pick the Diamonds up from the Houston, Texas branch of the Security Company instead. ST. MARY then agreed to pick the Diamonds up and demanded that they be delivered from New York to Houston the next day. Employee-1 responded saying, in substance and in part, that the Diamonds should be shipped to Houston the next day.

c. Based on my review of records from the Security Company, I know that the Diamonds were in fact shipped from New York to Houston on or about June 23, 2021.

d. From on or about June 24, 2021 through on or about July 12, 2021, Individual-1 sent the ST. MARY Phone Number numerous WhatsApp messages asking, in substance and in part, whether ST. MARY had made the payment for the Diamonds. During this time period, ST. MARY provided Individual-1 with numerous reasons for why he could not make the payment, including, for example, because there were various bank representatives who needed to sign off on the payment.

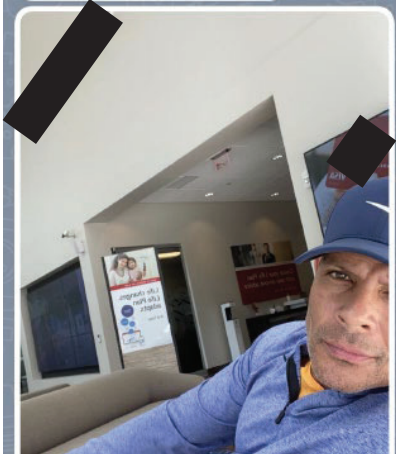
ST. MARY Makes False Statements About Paying for the Diamonds

7. Based on my review of records received from the Diamond Company, my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1, and my review of the Security Company's emails, documents, and records, I have learned the following:

a. On or about July 14, 2021—*i.e.*, almost one month after the Diamonds first arrived in New York—ST. MARY, using the ST. MARY Phone Number, sent Individual-1 a WhatsApp message saying, "[m]oney has been requested and moved. It should settle on the account Wednesday or Thursday." The same day, ST. MARY messaged Individual-1 again saying that "the money is shown out of my Swiss account but isn't showing at [my Bank-1 account] yet. I'll keep checking at midnight."

b. On or about July 16, 2021, ST. MARY, using the ST. MARY Phone Number, sent Individual-1 a WhatsApp message saying that the Diamond Company would receive payment

for the Diamonds in three separate wires—“2 test [wires] . . . 1 from the counter and one online. Then full payment.” ST. MARY then stated that he had sent \$1,000 as a “test wire” and would send the full amount once Individual-1 confirmed receipt of the test wire. ST. MARY also sent Individual-1 a selfie from a branch of Bank-1, depicted below, indicating that ST. MARY was currently in person at the Bank-1 branch to ensure the wires went through.



c. The next day, on or about Friday, July 17, 2021, Individual-1 sent ST. MARY a WhatsApp message confirming receipt of the \$1,000 test wire and requesting that ST. MARY send the rest of the payment. ST. MARY responded, in sum and substance, that banks in the United States would not be open because it was late on a Friday night.

d. On or about Monday, July 20, 2021, Individual-1 followed up with ST. MARY, asking over WhatsApp whether the “[p]aymnt [sic] [was] done.” ST. MARY responded with a voice note saying, in substance and in part, that ST. MARY had just received a \$5 million payment in India for a different transaction, and that ST. MARY could avoid paying approximately \$1 million in taxes if he paid the Diamond Company from his Indian account. ST. MARY also stated that he could make the payment that day or the next day. On or about July 22—after exchanging numerous WhatsApp messages and voice notes regarding ST. MARY’s purported new plan to pay the Diamond Company from an Indian account—Individual-1 sent ST. MARY a WhatsApp message stating, in substance and in part, that he did not understand why ST. MARY could not make the payment from his U.S. account and noting the ST. MARY had already transferred money from his “Swiss account” to his U.S. account so that he could pay the Diamond Company.

8. Based on my review of records from Bank-1, excerpted below, I know that—in contrast to EDWARD CARLOS ST. MARY III’s, the defendant’s, representation to Individual-1 that ST. MARY had moved money from a “Swiss account” to an account at Bank-1—Account-1 (from which ST. MARY sent the “test wire” on or about July 16, 2021) did not receive a transfer of funds that would cover payment for the Diamonds in or about July 2021. Specifically, while ST. MARY had agreed to pay the Diamond Company approximately \$3,275,000 for the Diamonds, the account balance for Account-1 never rose above approximately \$8,057.98 in or about July 2021. Similarly, the account balance for Account-2—the other Bank-1 bank account held by Carlos St. Mary Inc.—never rose above approximately \$1,100.08 in or about July 2021.

*Excerpt of Records from
Bank-1 of Account-1 (July 2021)*

for July 1, 2021 to July 31, 2021	
CARLOS ST MARY INC	
Account summary	
Beginning balance on July 1, 2021	\$3,038.73
Deposits and other credits	5,019.25
Withdrawals and other debits	-5,775.08
Checks	-0.00
Service fees	-45.00
Ending balance on July 31, 2021	\$2,237.90

*Excerpt of Records from
Bank-1 of Account-2 (July 2021)*

for July 1, 2021 to July 31, 2021	
CARLOS ST MARY INC	
Account summary	
Beginning balance on July 1, 2021	\$1,100.07
Deposits and other credits	0.01
Withdrawals and other debits	-0.00
Service fees	-0.00
Ending balance on July 31, 2021	\$1,100.08

9. Based on my review of records from Bank-1 and information received from the Diamond Company, I also know that other than the “test wire” of \$1,000 that EDWARD CARLOS ST. MARY III, the defendant, sent the Diamond Company on or about July 16, 2021, ST. MARY never made any other payments to the Diamond Company.

ST. MARY Arranges for the Diamonds to be Picked Up from the
Security Company’s New York City Location

10. Based on my review of emails, documents, and records from the Security Company, and my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1, I have learned the following:

a. On or about Friday, July 23, 2021—*i.e.*, approximately one month after the Diamonds were delivered to Houston, Texas—ST. MARY, using the ST. MARY Phone Number, sent Individual-1 a voice note saying, in substance and in part, that ST. MARY needed his “cutter” in the United States to view the Diamonds on Monday (*i.e.*, July 26), and that Individual-1 should inform the Security Company that ST. MARY needed to do the viewing. The same day, Individual-1 responded saying that “viewing [was] not posible [sic]” and that ST. MARY “ha[d] to pay and they [*i.e.*, the Security Company] will handover [sic] the parce[l].”

b. Three days later, on or about July 26, 2021, ST. MARY—using the ST. MARY Email Address that ST. MARY had provided to Individual-1 months before, on or about April 7, 2021—emailed Employee-1 of the Security Company stating that he would “like to arrange viewing” of the Diamonds at the Security Company’s location in New York City for the next day. As noted above, at this time, the Diamonds were at the Security Company’s Houston branch, as ST. MARY had directed Employee-1 to ship the Diamonds from New York to Houston about a month prior, on or about June 22, 2021. Employee-1 responded that, due to security concerns, the Security Company could not “provide viewing services for Rough Diamonds.” Another employee of the Security Company (“Employee-2”) also emailed ST. MARY advising that the Security Company did not permit viewings but ST. MARY could “pick up the shipment from the window if the shipper changes instructions.” Employee-2 also offered that ST. MARY could rent a room to show the Diamonds to himself, but the viewing would not be “under [the Security Company’s] liability.” ST. MARY then replied that he would like to rent a room in New York City to view the Diamonds.

c. The next day, on or about July 27, 2021, ST. MARY sent Individual-1 and Individual-2 a WhatsApp message in a group chat labeled “Diamonds India” saying, “Hey guys...just an update. I made it to NYC only to find out that the parcel is in Houston.” ST. MARY also asked Individual-1 to send the Security Company a letter releasing the Diamonds to ST. MARY at the Security Company’s New York City “window” for the purpose of the viewing. Individual-1 responded saying, in substance and in part, that he had been told by the Security Company that if Individual-1 gives the Security Company a “window release [the Security Company’s] liability will be over” and that the Security Company had told him that he “cant give this permission” because the Security Company “will not [be] liable for anything.”

d. Between on or about July 28, 2021 and on or about August 3, 2021, ST. MARY repeatedly emailed employees of the Security Company to ask, in sum and substance, whether the Diamonds had been sent back to New York City from Houston.

e. Based on my review of records from the Security Company, I know that on or about July 29, 2021, the Security Company arranged for the Diamonds to be shipped from Houston back to New York City.

f. Based on my review of records from the Security Company, I know that between on or about July 29, 2021 and on or about August 3, 2021, the Security Company created an airway bill (“Airway Bill-2”) for the contemplated transfer of the Diamonds from Houston to New York City. Airway Bill-2 provided that the Diamonds would be picked up from the Security Company’s location in Houston on or about August 3, 2021, and delivered to the Security Company’s New York City location on or about August 4, 2021. Based on my review of documents from the Security Company, Airway Bill-2 omitted the direction to “HOLD THE SHIPMENT FOR FUTURE INSTRUCTION” that had appeared on Airway Bill-1. Based on my review of information received from the Diamond Company and my review of documents from the Security Company, I know that Individual-1 never instructed the Security Company to remove that hold instruction or to release the Diamonds to ST. MARY.

g. Based on my review of records from the Security Company, I know that the Diamonds did, in fact, arrive at the Security Company’s New York City location on or about August 4, 2021 at approximately 8:00 a.m.

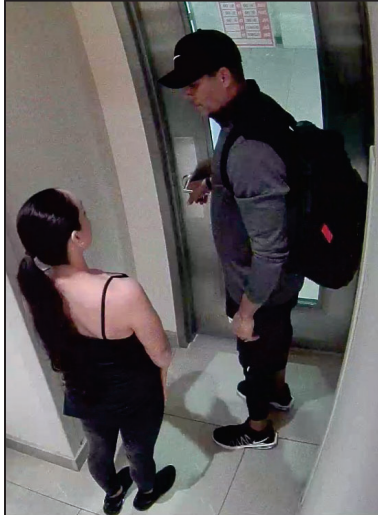
ST. MARY Picks the Diamonds Up from the Security Company’s New York City Location

11. Based on my review of video surveillance footage from the Security Company’s New York City location, I know the following:

a. On or about August 4, 2021, at approximately 9:50 a.m., EDWARD CARLOS ST. MARY III, the defendant, and an unidentified female (“Female-1”) entered the Security Company’s New York City location. As depicted below, ST. MARY’s face was captured in video surveillance footage taken from the entrance of the Security Company’s premises.



b. After entering the premises of the Security Company's New York City location, ST. MARY and Female-1 approached the Security Company's service window, and ST. MARY began speaking to two employees who were working at the service window. About one minute later, one of the employees ("Employee-3") retrieved a small white parcel (the "Parcel") and handed ST. MARY a piece of paper. ST. MARY appeared to sign the piece of paper and to hand it back to Employee-3. Employee-3 then placed the Parcel into a paper bag and gave the bag containing the Parcel to ST. MARY, who placed it into his black backpack. At approximately 9:55 a.m., *i.e.*, about five minutes after entering the Security Company's premises, ST. MARY and Female-1—with the Parcel in ST. MARY's backpack—exited the location, as depicted in the below image captured from video surveillance footage of the Security Company's New York City location.

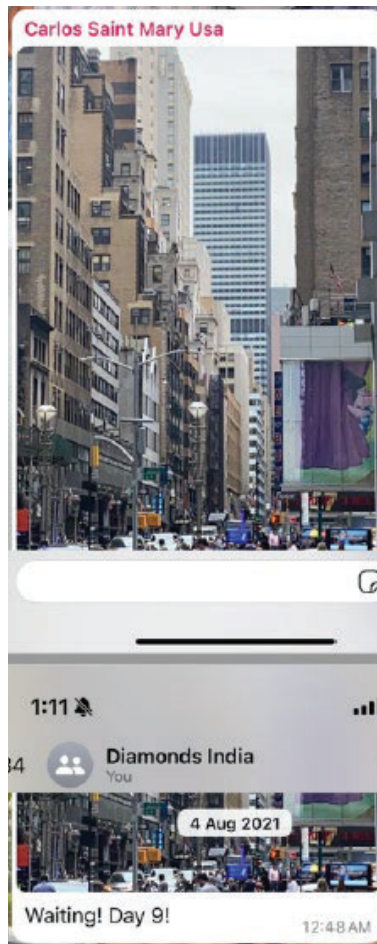


12. Records from the Security Company reflect, in substance and in part, that the Diamonds were released from the New York City location of the Security Company to EDWARD CARLOS ST. MARY III, the defendant, on August 4, 2021 at 9:55 a.m.—*i.e.* approximately the same time ST. MARY is seen on video surveillance footage taking the Parcel from the Security Company employee and placing it into his backpack. In particular, an August 4, 2021 "Proof of Delivery," a document generated by the Security Company in connection with its release of the Diamonds to ST. MARY, confirms that the Security Company released the Diamonds to ST. MARY on or about August 4, 2021. The Proof of Delivery document was signed by ST. MARY.

ST. MARY Falsely Informs Individual-1 that the Diamonds are Still at the Security Company and Makes False Statements About His Reasons for Failing to Pay for the Diamonds

13. Based on my review of emails, documents, and records from the Security Company, and my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1 and Individual-2, I have learned the following:

a. On or about August 4, 2021, the same day that ST. MARY picked up the Diamonds from the Security Company, ST. MARY, who was located in Manhattan, sent a WhatsApp message to Individual-1, who was located in India, and Individual-2 in the Diamonds India group chat with a photograph he had taken of New York City and wrote: “Waiting! Day 9!”



b. On or about Friday, August 6, 2021, two days after ST. MARY had picked up the Diamonds from the Security Company, ST. MARY sent a WhatsApp message to Individual-1 and Individual-2 in the Diamonds India group chat saying that he “had to make a quick trip but will be back Monday [*i.e.*, August 9, 2021]” and that the “[p]ackage was in NY and [the Security Company] will allow [ST. MARY] to view.” ST. MARY also wrote that he would pick up the Diamonds and pay Individual-1 on Monday when he was back from his trip.

c. Over the next few days, from on or about August 10, 2021 through on or about August 16, 2021, ST. MARY sent WhatsApp messages and voice notes to Individual-1 and Individual-2 in the Diamonds India group chat saying that he and his cutter were in the process of viewing the Diamonds at the Security Company and working to resolve an issue with the Gemological Institute of America (“GIA”) that had come up regarding the color and clarity of the Diamonds. After initially stating that he believed all the issues would be resolved, ST. MARY left a voice note on or about August 16, 2021, saying, in substance and in part, that he was concerned some of the Diamonds had treated, not natural, color and that he would need to go to another lab to get another evaluation. Individual-1 responded that the Diamonds had not been treated. Over the next few days, Individual-1 sent numerous WhatsApp messages to ST. MARY urging him to close the deal and make the payment.

d. From on or about August 16, 2021 through in or about September 2021, ST. MARY sent numerous WhatsApp messages and voice notes to Individual-1 and Individual-2 in the Diamonds India group chat to explain why he was not able to make the payment for the Diamonds, for example, citing several Jewish holidays and flooding from Hurricane Ida. This entire time, Individual-1 believed that the Diamonds were still in the possession of the Security Company, because ST. MARY made false and fraudulent statements to Individual-1 to that effect. Specifically, on or about September 19, 2021, ST. MARY sent Individual-1 a WhatsApp message reassuring Individual-1 that ST. MARY was handling the cost of the Diamond’s continued storage at the Security Company.

ST. MARY Continues to Make False Statements About His
Reasons for Failing to Pay for the Diamonds

14. Based on my review of emails, documents, and records from the Security Company, and my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1, and my review of records from Bank-1, I have learned the following:

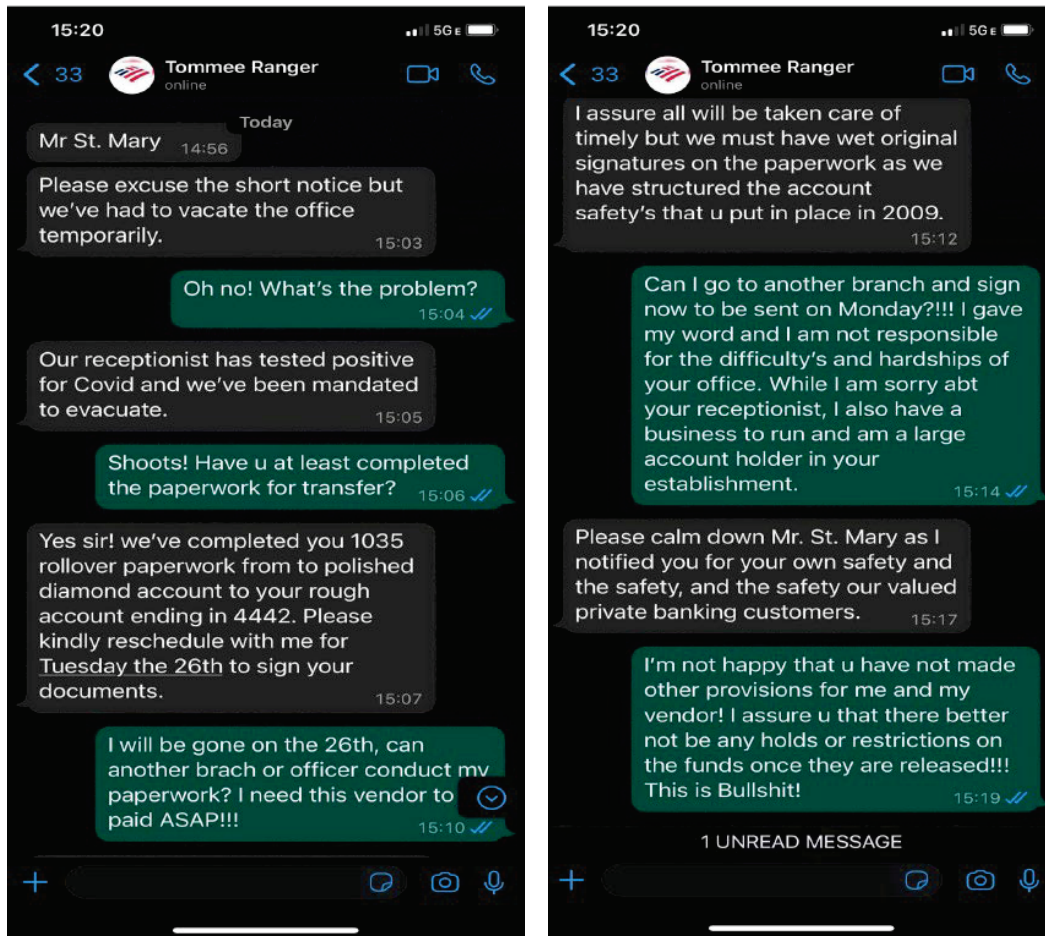
a. Almost one month later, on or about October 19, 2021, ST. MARY sent Individual-1 a WhatsApp message stating, in substance and in part, that ST. MARY thought that it would be “better that [ST. MARY and Individual-1] speak directly instead of thru [Individual-2].”

b. On or about October 21, 2021, ST. MARY, using the ST. MARY Phone Number, sent Individual-1 a WhatsApp message saying, in substance and in part, that he had “tried to transfer [money] from one account to the other online” but that it would not let him, so he would “be at the bank in the morning.” Individual-1 replied asking for a “swift copy.”¹ ST. MARY replied that he would remit the SWIFT copy after his appointment later that day.

c. On or about October 23, 2021, ST. MARY sent Individual-1 a WhatsApp message saying that the bank had “rescheduled.” ST. MARY also sent Individual-1 screenshots of a purported conversation between ST. MARY and an employee of Bank-1, named “Tomme

¹ Based on my training and experience, I know that a “SWIFT copy” is a printed document detailing the information of an international wire transfer made through the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) network.

Ranger.” In these screenshots, depicted below, Tommee Ranger purportedly informed ST. MARY that the bank office had to be vacated because the bank receptionist had tested positive for COVID.



d. However, based on my communications with employees of Bank-1, and my review of records from Bank-1, I know that Bank-1 does not employ anyone named Tommee Ranger, that no employee of Bank-1 received or sent any of the messages depicted in the images above, and that the Bank-1 office did not need to be vacated on or about October 23, 2021.

e. From on or about October 23, 2021 through on or about November 10, 2021, ST. MARY continued to send Individual-1 WhatsApp messages and voice notes with purported explanations for why he had not paid for the Diamonds, including, for example, that he was traveling to various locations.

ST. MARY Falsely Informs Individual-1 that ST. MARY Paid for the Diamonds

15. Based on my review of emails, documents, and records from the Security Company, my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1, and my review of records from Bank-1, I have learned the following:

a. On or about November 11, 2021, ST. MARY sent Individual-1 a WhatsApp message stating: “YOUR PAYMENT HAS BEEN SENT!” Individual-1 asked for a SWIFT copy

to document the payment, but ST. MARY did not do so. Rather, ST. MARY sent Individual-1 a voice note in which ST. MARY said, in substance and in part: “[Individual-1]. If you don’t shut the fuck up. Seriously, I got shit to do today. I’m not sitting up here just fucking working on shit for you. You better chill the fuck out.”

b. On or about November 15, 2021, ST. MARY sent Individual-1 a WhatsApp message stating, in substance and in part, that he was with his wife for their anniversary but would send “an account statement where the funds have been taken from my account and sent to [sic].” Individual-1 responded saying, in substance and in part, that he did not want to listen to any “problem, any celebration, or any other excuses” and that Individual-1 was “in deep trouble” because ST. MARY had “taken [Individual-1’s] goods for such a long period without [his] permission” and without paying him. ST. MARY responded, in substance and in part, saying “I’m not a fucking child. I don’t need to be called 25 times to be reminded of what needs to be completed. Stop fucking calling me.”

c. On or about November 17, 2021, Individual-1 sent ST. MARY a WhatsApp message asking for an update. ST. MARY responded that “the transfer shows pending” and that he would “update when clear on [his] side.” ST. MARY also attached a purported account statement, depicted below, for Account-1 at Bank-1 for November 1, 2021 through November 17, 2021, which showed that ST. MARY had made a wire transfer of approximately \$3,274,000 to the Diamond Company on or about November 17, 2021. However, based on my communications with employees of Bank-1 and my review of records from Bank-1, I know that neither Account-1 nor any other Bank-1 bank account associated with ST. MARY, made a wire transfer of approximately \$3,274,000 to the Diamond Company.

Excerpt of Fraudulent Account Statement for Account-1

Deposits and other credits		
Date	Description	Amount
11/01/21	WIRE Transfer Conf# ucunxtg1t; CSM INC POLISHED AND WHOLESALE	8,273,000.00
11/09/21	ELEMENTAL DIR USA DES:TRADE PAY ID: U198327 INDN:CARLOS ST. MARY, INC. CO ID:1454909042 CCD	402,019.25
Total deposits and other credits		\$8,675,019.25
Withdrawals and other debits		
Date	Description	Amount
11/17/21	WIRE TYPE:INTL OUT DATE:210716 TIME:1317 ET TRN:2021080700362468 SERVICE REF:599348 BNF:VEERJI EXPORTS ID:256613338585 BNF BK:INDUSIND BANK LIMITED ID:INDBINBBSUR PMT DET:BCFDMH4LR Ser vices /ACC/INVOICE NO: 88WB-99100006815 (Pending)	-3,274,000.00
11/17/21	DES: Cash App ID:1200387007188 INDN:CSM Private LLC CO ID:8800429876 CCD (Pending)	-207,509.11
11/17/21	Zelle Transfer Conf# kio22n3zb; Carlos Saint Mary	-2,000.00
11/17/21	Online Banking Transfer Conf# mcgroht3r; Malca Amit USA Inc	-2,503.37

Excerpt of Records from Bank-1 of Account-1

Withdrawals and other debits		
Date	Description	Amount
11/02/21	Zelle Transfer Conf# r7withs4zn; Edward St Mary	-4,000.00
11/17/21	Zelle Transfer Conf# xiojbf33y; GIGI	-2,500.00
Card account # XXXX XXXX XXXX 0387		
11/04/21	CHECKCARD 1104 F45 TRAINING MIDT HOUSTON TX 8230509130800006808008 RECURRING CKCD 7997 XXXXXXXXXXXXX0387 XXXX XXXX XXXX 0387	-45.00
11/08/21	CHECKCARD 1105 FEDEX 429452083 800-4633339 TN 15410191309741294520834 CKCD 4215 XXXXXXXXXXXXX0387 XXXX XXXX XXXX 0387	-91.28
11/08/21	PURCHASE 1106 Adobe Inc 8008336687 CA	-32.46
11/08/21	CHECKCARD 1107 7-ELEVEN Grapevine TX CKCD 5542 XXXXXXXXXXXXX0387 XXXX XXXX XXXX 0387	-46.34
11/09/21	CHECKCARD 1109 TST* UPSIDE PIZZA NEW YORK NY 023053713100066865042 CKCD 5812 XXXXXXXXXXXXX0387 XXXX XXXX XXXX 0387	-4.50
11/12/21	CHECKCARD 1111 F45 TRAINING MIDT HOUSTON TX 82305091315000005345110 RECURRING CKCD 7997 XXXXXXXXXXXXX0387 XXXX XXXX XXXX 0387	-45.00
11/16/21	PMNT SENT 1116 WU * 800-325-6000 CO 55432861320200199697679 CKCD 4829 XXXXXXXXXXXXX0387 XXXX XXXX XXXX 0387	-2,008.00
11/18/21	CHECKCARD 1118 F45 TRAINING MIDT HOUSTON TX 82305091322000009410515 RECURRING CKCD 7997 XXXXXXXXXXXXX0387 XXXX XXXX XXXX 0387	-45.00

d. From on or about November 17, 2021 through on or about December 6, 2021, Individual-1 sent ST. MARY numerous WhatsApp messages stating that he had not received the payment. ST. MARY repeatedly responded stating that the payment had been made.

ST. MARY Admits that He Never Paid for the Diamonds

16. Based on my review of emails, documents, and records from the Security Company, my review of WhatsApp messages between EDWARD CARLOS ST. MARY III, the defendant, and Individual-1, and my review of records from Bank-1, I have learned the following:

a. On or about December 7, 2021, ST. MARY sent a WhatsApp message to Individual-1 saying, in relevant part, “I am big enough to admit when I’m wrong. I just found out that the funds have been returned to my account. This entire time my banker has told me that the funds were in your account. He assured me that you had already been paid and this is why I responded like I had responded. . . . I am responsible for getting this payment out. I will have it done as quick as I possibly can.”

b. After exchanging numerous WhatsApp messages from in or about December 2021 through in or about mid-January 2022, on or about January 15, 2022, Individual-1 sent ST. MARY a WhatsApp message asking that ST. MARY give him his “original goods back or pay [him] today.” ST. MARY responded, in substance and in part, saying: “First of all, you don’t control shit here. You gave me bullshit goods to begin with. You know damn well those stones we’re [sic] going to turn out to be brown and gray. So you need to chill the fuck out. You’ll get paid and you’re gonna get paid a fair price. But you knew those good for bullshit [sic].”

c. Based on my participation in this investigation and my review of all of the emails, documents, and records collected in the course of this investigation, I have learned, among other things, that to date, ST. MARY has not paid the remaining \$3,274,000 balance for the Diamonds, nor has he returned the Diamonds.

Foreign Wires

17. Based on publicly available information, I know that WhatsApp uses servers in the United States for the transmission of WhatsApp messages to India.

WHEREFORE, I respectfully request that a warrant be issued for the arrest of EDWARD CARLOS SAINT MARY III, the defendant, and that he be arrested, and imprisoned or bailed, as the case may be.

Alexander Savino (by VF with permission)

Alexander Savino
Special Agent
Federal Bureau of Investigation

Sworn to me through the transmission of
this Complaint by reliable electronic
means (telephone), pursuant to Federal Rule
of Criminal Procedure 4.1,
this 15th day of May 2025



THE HONORABLE VALERIE FIGUEREDO
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK